Supreme Court, U.S.
FILED

01 392 JUL 3 - 2001

OFFICE OF THE CLERK

No.

In the

SUPREME COURT of the UNITED STATES

SONYA P. BRUNDIDGE, PETITIONER

v.

LAWRENCE BRUNDIDGE, RESPONDENT

On Petition for a Writ of Certiorari to the Court of Appeals of Virginia and the Supreme Court of Virginia

---

PETITION FOR WRIT OF CERTIORARI

Sonya P. Brundidge
911 Bellgate Court
Newport News, VA 23602
(757) 872-7602

82pp

QUESTIONS PRESENTED

In this case, the Court of Appeals of Virginia affirmed the decision of the lower court and the Supreme Court of Virginia denied review. The questions presented are:

1. Whether the lower court violated Ms. Brundidge's 14th Amendment Constitutional rights by using a property valuation date other than the equitable distribution hearing date for a bank account, when Code of Virginia Statute 20-107.3 specifies use of the hearing date unless motioned to do otherwise.

2. Whether the lower court violated the Fourteenth Amendment to the Constitution by decreasing support payments without a motion and without jurisdiction, as is specified in Code of Virginia Statute 20-109 and Supreme Court of Virginia Rule 1:1.

3. Whether the lower court violated the Fourteenth Amendment by imposing exorbitant attorney's fees, and this without a motion, without a basis for the fee award, and without jurisdiction.

4. Whether the lower court violated the First Amendment to the Constitution by prohibiting Ms. Brundidge from having alternate Christmas holidays with her children thereby denying her the ability to celebrate one of America's major religious holidays.

PARTIES TO THE PROCEEDING

All parties appear in the caption of the case on the cover page.

TABLE OF CONTENTS

Page

QUESTIONS PRESENTED.....i

TABLE OF AUTHORITIES.....ii

PETITION FOR A WRIT OF CERTIORARI.....1

OPINIONS BELOW.....1

JURISDICTION.....1

STATUTES AND CONSTITUTIONAL PROVISIONS INVOLVED.....3

STATEMENT.....4

REASONS FOR GRANTING THE PETITION.....5

I.

The lower court violated Ms. Brundidge's Fourteenth Amendment rights by using a property valuation date other than the equitable distribution hearing date for valuation of a bank account, when Code of Virginia Statute 20-107.3 specifies use of the heraing date unless motioned to do otherwise.....5

II.

The lower court violated the Fourteenth Amendment to the Constitution by modifying support payments without a motion and without jurisdiction

as is specified in Code of Virginia Statute 20-109 and Supreme Court of Virginia Rule 1:1.....7

III.

The lower court violated the Fourteenth Amendment to the Constitution by imposing exorbitant attorney's fees and this without a motion, without a basis for the fee award, and without jurisdiction.....8

IV.

The lower court violated Ms. Brundidge's First Amendment rights by prohibiting her from having alternating Christmas holidays with her children, thereby denying her the ability to celebrate one of America's major religious holidays.....10

CONCLUSION.....11

TABLE OF AUTHORITIES

Page(s)

Cases:

D'Alessandro v. Commonwealth, 15 Va. App. 163, 167, 423 S.E. 2d 199, 201 (1992).....9

Hollowell v. Hollowell, 6 Va. App. 417, 419, 369 S.E. 2d 451, 452-53 (1988)..... 7

Rook v. Rook, 233 Va. 92, 94-95, 353 S.E.2d 756, 758 (1987).....8, 9

Schoenwetter v. Schoenwetter, 8 Va. App. 601, 605, 383, S.E. 2d 28, 30 (1989).....7

STATUTES:

Code of Virginia 8.01-428.....8, 9

Code of Virginia 20-107.3..... 6

Code of Virginia 20-107.3(A) 5

Code of Virginia 20-109..... 7, 8

RULES OF THE SUPREME COURT OF VIRGINIA

Rule 1:1.....7, 8, 9, 10

PETITION FOR A WRIT OF CERTIORARI

Petitioner, Sonya P. Brundidge, prays that writ of cetiorari will issue to review the judgment of the courts presented below.

OPINIONS BELOW

The decision of the Court of Appeals of Virginia appears at Appendix 1 to the petition and is unpublished.

The decisions of the York County Circuit Court appear at Appendix 17 to the petition.

The decision of the Virginia Supreme Court denying review appears at Appendix 37 to the petition and is unpublished.

JURISDICTION

The date on which the Virginia Supreme Court decided my case was April 4, 2001. A copy of that decision appears at Appendix 37.

The date on which the Court of Appeals of Virginia decided my case was January 30, 2001. A copy of that decision appears at Appendix 1.

The jurisdiction of this Court is invoked under 28 U.S.C. Statute 1257(a).

STATUTES AND CONSTITUTIONAL PROVISIONS INVOLVED

The pertinent statutes and constitutional provisions are reproduced in the Appendix. The statutes involved are Code of Virginia Statute 8.01-428, 20-107.1(E), 20-107.3, 20-107.3(A), Code of Virginia Statute 20-109 and Virginia Supreme Court Rule 1:1. The constitutional provisions involved are the First and Fourteenth Amendments.

STATEMENT OF THE CASE

On December 24, 1988, Sonya P. Brundidge, DOB June 20, 1967, and Lawrence A. Brundidge, DOB March 11, 1965, married in Panama City, Florida. During the course of the marriage, they had three children, Lawrence A. Brundidge II, DOB June 7, 1992, Noah B. Brundidge, DOB July 8, 1995, and Andrew C. Brundidge, DOB April 18, 1998. In December 1998, Mr. and Ms. Brundidge separated and have remained apart ever since. On April 18, 2000, Judge Smiley of the York County Circuit Court granted a divorce a vinculo matrimonii on his chosen grounds that the parties have lived separate and apart without any cohabitation and without interruption for more than a year. The divorce decree was presented at the Equitable Distribution (E.D.) hearing, signed by the judge and taken by the judge to the clerk's office for filing at this very hearing which was held on April 18, 2000.

Proffers were reviewed at the E.D. hearing from both parties. Mr. Brundidge's E.D. proffers stated that there was $7000 in a Langley Federal Credit Union (LFCU) account, but he provided no evidence to support this claim. Ms. Brundidge did not include this account on her proffers. Ms. Brundidge had been given the burden to trace the LFCU account, but stated in court and in a Motion to Quash, that she was told by LFCU that she could not trace this account because Mr. Brundidge had emptied the account and closed it. The trial court then noted that whomever closed the account must trace the account. Mr. Brundidge never traced the account and therefore no evidence was ever presented on the balance at the time of separation.

On June 12, 2000 the Equitable Distribution order was entered by the court. Ms. Brundidge was also told at this time that she would be required to pay Mr. Brundidge $7000 in attorney fees Ms. Brundidge made her objections at the hearing and had a list of objections to be attached to the order. Ms. Brundidge filed a Summary of Occurrences that took place on June 12, 2000 just to clarify the record since no reporter was present. (App. 38)

On June 16, 2000, Ms. Brundidge filed a notice of appeal on the E.D. order with a $500 bond with the circuit court.

On July 12, 2000 the order for spousal and child support was entered, as well as the actual order granting attorney's fees for $7000 to Mr. Brundidge. (App. 27) Ms. Brundidge filed a notice of appeal from this order as well and posted another $500 bond with the circuit court on July 25, 2000.

On November 27, 2000, Ms. Brundidge filed a petition for appeal and an appendix with the Court of Appeals of Virginia along with the required fees.

The Court of Appeals of Virginia affirmed the trial court's decisions.

On March 1, 2000, Ms. Brundidge filed a petition for appeal and an appendix with the Supreme Court of Virginia along with the required fees. The Supreme Court of Virginia denied discretionary review of the case on April 4, 2001.

On July 3, 2001, Ms. Brundidge filed petition for appeal, the appendix, and the required docket fee with the Supreme Court of the United States.

REASONS FOR GRANTING THE PETITION

I.

The trial court and the appellate courts violated Ms. Brundidge's Fourteenth Amendment rights by not ensuring that the Virginia Statutes and Rules applied equally to her as they should apply to all of its residents.

> Statute 20-107.3(A) states that "The court shall determine the value of any such property as of the date of the evidentiary hearing on the evaluation issue. Upon motion of either party made no less than twenty-one days before the evidentiary hearing the court may, for good cause shown, in order to attain the ends of justice, order that a different valuation date be used. The court, on the motion of either party (emphasis added), may divorce to adjudicate the remedy provided by this section when the court determines that such action is clearly necessary, and all decrees heretofore entered retaining such jurisdiction are validated."

However, this Statute was not applied to Ms. Brundidge's Langley Federal Credit Union (LFCU) account. (App. 21) During the pre-evidentiary hearing, Mr. Brundidge submitted proffers that stated the LFCU account contained $7000 at the date of separation. However, this was not true. At the date of the evidentiary hearing, this account did not exist

because Mr. Brundidge withdrew its balance and closed the account.

Ms. Brundidge's proffers did not contain the LFCU account because it did not exist at the date of the hearing. Because the status of this account was not agreed upon, Statute 20-107.3 provides that the evaluation date should be valued as the date of the evidentiary hearing. This Statute also provides that "upon motion of either party made no less than twenty-one days before the evidentiary hearing, the court may, for good cause shown, in order to attain the ends of justice, order that a different valuation date be used." No motion was filed requesting a date other than the evidentiary hearing date or proving that the amounts stated by Mr. Brundidge, appellee, existed. The trial court merely ascribed amounts here that were merely stated by Mr. Brundidge and evidence was not presented to validate these claims. This not only reflects an erroneous application of the law, but also precludes principled review. In the absence of evidence sufficient to make a determination of valuation, the trial court is without authority to make an equitable distribution award on the Langley Federal Credit Union account.

This clearly violated Ms. Brundidge's Constitutional rights provided for in the Fourteenth Amendment which states that "no person shall be deprived of life, liberty, or property without due process of law." Laws cannot arbitrarily change from case to case, especially within the state. Uniformity is needed from state to state, but more so within the state and definitely within the same courtroom. All people of this nation should be able to expect that the laws will be framed to extend equally to all who are or may be in similar circumstances. It is for this

reason, that this great Court's relief is sought in this matter.

II.

On April 18, 2000, the final decree of divorce was entered. The last paragraph stated, "It is further ORDERED that all prior orders of this Court remain in effect until modified..." (App. 18)

An Order was entered before the trial court on July 12, 2000, pertaining to spousal and child support and attorney's fees. This order was not preceded by a motion. (App. 28) The lower court erred in modifying child and spousal support even though there was no motion requesting this modification by Mr. Brundidge. Code 20-109 provides that :

> "upon petition of either party court may increase, decrease, or terminate spousal support and maintenance that may thereafter accrue...as the circumstances may make proper." "The moving party in a petition for modification of support is required to prove both a material change in circumstance and that this change warrants a modification of support."

Schoenwetter v. Schoenwetter, 8 Va App. 601, 605, 383, S.E. 2d 28, 30 (1989). " The circumstances which make 'proper' an increase, reduction or cessation of spousal support under Code 20-109 are financial and economic ones." Hollowell v. Hollowell, 6 Va. App. 417, 419, 369 S.E.. 2D 451, 452-53 (1988).

The prescribed motion to modify was NOT filed, nor was the order even entered within the twenty one day time frame set forth in Rule 1:1, a mandatory rule that states, "all final judgments orders, and decrees, irrespective of terms of court, shall remain under the control of the trial court and subject to be modified, vacated, or suspended for twenty-one days after the date of entry, and no longer." "Emphasis added). See Rook v. Rook, 233 Va. 92, 94-95, 353 S.E. 2d 756, 758 (1987). It further states, "At the expiration of that 21-day period, the trial court loses jurisdiction to disturb a final judgment, order, or decree except for limited authority conferred by Code 8.01-428. In this case no exception to the 21-day rule applied.

Child support and spousal support need to be granted at the amounts they were granted on January 7, 2000, which was $1425 and $1525 as shown on the support guidelines worksheet in the appendix. (App. 34)

For the lower court to apply Virginia Code 20-109 in some cases and to arbitrarily not apply it in others is unconstitutional. This unequal appropriation of the law violated Ms.Brundidge's Fourteenth Amendment right to due process of law. All state courts must be held accountable to not make exception when it comes to rightly dividing the laws in existence. To deny any person of these rights for any reason is a clear breech of the responsibility that has been entrusted to these courts. It is for this cause, that Ms. Brundidge seeks the favor of this Court pertaining to the issue at hand and asks that this petition be granted.

III.

On April 18, 2000, the final decree for divorce was entered. This decree did not make reference to specifically reserving jurisdiction over attorney fees. The final decree reserved jurisdiction over the equitable distribution of property and any award with respect to equitable distribution, including the partition of real property, but the final decree did not specifically reserve jurisdiction over attorney's fees.

However, on July 12, 2000, an order was entered entitled Spousal and Child Support Order; Attorney's Fees Order. (App. 27) Ms. Brundidge received this order five days prior to the hearing. No motion was filed for any of these actions that were presented as "Orders." Under procedural due process, the Fourteenth Amendment entitles its citizens to ample notice of the proceedings and the opportunity to prepare for a hearing, and the chance to be heard both in presenting one's own claim and in combating the claim of one's opponent. These rights of Ms. Brundidge were clearly violated.

Moreover, Code of Virginia Rule 1:1, a mandatory rule, states,

> "all final judgments, orders, and decrees, irrespective of terms of court, shall remain under the control of the trial court and subject to be modified, vacated or suspended for twenty-one days after the date of entry, and no longer." (Emphasis added).

See Rook v. Rook, 233 Va 92, 94-95, 353 S.E. 2d 756, 758 (1987). " At the expiration of that period, the trial court loses jurisdiction to disturb a final judgment, order or decree except for the limited authority conferred by Code 8.01-428." In this case,

no exceptions to the twenty-one day rule applied. See D' Alessandro v. Commonwealth, 15 Va App.163, 167, 423 S.E. 2d 199, 201 (1992) (stating there must be an "entry, within the 21-day period after final judgment, of an order" vacating the final order). These orders were clearly outside of the twenty-one day period provided for in Rule 1:1 of the Code of Virginia. This order was entered well over the time period allotted for by the Code of Virginia. For the lower court to enter an order this much later than the prescribed time frame and for the Virginia appellate courts to uphold the lower court, shows a genuine need for the Supreme Court of the United States to provide these courts with more accountability and to provide for its residents the security of knowing that their rights will be protected and not trampled.

Therefore Ms. Brundidge asks this great Court to make a determination in favor of justice and truth and grant her this petition for a writ of certiorari.

IV.

During the course of this litigation, prior to the final decree, a visitation schedule was devised that did not alternate the Christmas holidays between the two parents. Christmas is one of the major religious holidays of this country and to not allow Ms. Brundidge and her family an opportunity to exercise their religious beliefs with the children over this period of time is a violation of her constitutional rights provided for in the First Amendment to the Constitution.

This is clearly an unreasonable schedule that wreaks of an abuse of judicial discretion. Every court, at any level, should ensure that the religious rights of all its citizens are protected. For this is one of the fundamental cornerstones on which this

greatest of all nations was built. The allowance of the smallest infringement of religious rights would seriously jeopardize the freedom of all people.

To deprive Ms. Brundidge and the children of this major religious holiday every single year would be one such infringement. May this Supreme Court see the merit in this case for all of its citizens, including those who are the youngest.

CONCLUSION

Ms. Sonya P. Brundidge earnestly prays that this petition for a writ of certiorari be granted.

Most Respectfully Submitted,

Sonya P. Brundidge

July 3, 2001

APPENDIX

Page

Decision of Court of Appeals of Virginia.....App. 1

Decisions of York County Circuit Court
Final Decree.....App. 17

Equitable Distribution Order.....App. 20

Spousal and Child Support; Attorney's Fees
Order.....App. 27

Support GuidelineWorksheet.....App. 34

Decision of Supreme Court of
Virginia Denying Review.....App. 37

Summary of Occurrences on June 12, 2000
To Clarify the Record.....App. 38

Motion Regarding Visitation Guidelines; Motion for
Legal Costs Reimbursement..... App. 46

Objection To Judge's Order For Proposed
Statement of Facts.....App. 49

Statement of Facts.....App. 52

COURT OF APPEALS OF VIRGINIA

Present: Judges Bray, Elder and Senior Judge Overton

SONYA P. BRUNDIDGE

MEMORANDUM
OPINION*
JANUARY 30, 2001

v. Record Nos. 1457-00-1 and
1830-00-1

LAWRENCE A. BRUNDIDGE

FROM THE CIRCUIT COURT OF
YORK COUNTY
Prentis Smiley, Jr., Judge

(Sonya P. Brundidge, on briefs), pro se.

(Roy H. Lasris; Lasris & Vannan, P.C., on brief), for appellee.

In record No. 1457-00-1, Sonya P. Brundidge, wife, appeals an equitable distribution award of the trial court. She contends the trial court erred by: (1) including the Langley Federal Credit Union checking account as marital property, valuing it at pre-separation amounts, and accepting Lawrence A. Brundidge (husband's) evidence for these amounts; (2) "not attributing the correct amounts for property during the equitable distribution hearing; and (3) finding that the pilot bonus annuity could not be included in property for equitable distribution, then

*Pursuant to Code of Virginia Statute 17.1-413, this opinion is not designated for publication.

including it as part of husband's income for support calculation purposes.

In record No. 1830-00-1, wife appeals an order of the court concerning child and spousal support. On appeal, she argues the trial court erred in: (4) finding that the pilot bonus annuity was included as part of husbands' income, but not providing "a specific timeframe for said amount to be paid until a certain dollar figure was realized"; (5) attributing the pilot annuity as income, "yet there is not reflection of that attribution"; (6) decreasing wife's support payments although husband's income increased; (7) not requiring husband to pay support payments in arrears; (8) not allowing wife to have payroll deduction order effectuated through the military pay center; (9) not giving wife the opportunity to note her objections on orders before they were signed by the trial court; (10) not addressing child custody in the final decree or post-decree orders; (11) awarding husband attorney's fees; (12) not making wife designated beneficiary of the military Survivor Benefit Plan and not giving her the opportunity to maintain the policy; (13) accepting post-decree amendments without notice or evidence to "confirm calculations"; (14) not ordering husband to maintain a life insurance policy for the children and to maintain the children as beneficiaries; (15) not ordering husband to pay uninsured medical and dental expenses for the children that exceed $100 per year; and (16) giving husband every Christmas holiday with the children. Upon reviewing the record and briefs of the parties, we conclude that these arguments are without merit.

Accordingly, we summarily affirm the decision of the trial court. Rule 5A:27

"Under familiar principles, we view the evidence and all reasonable inferences in the light most favorable to the prevailing party below...."

Lutes v. Alexander, 14 Va. App. 1075, 1077, 421 S.E. 2d 857, 859 (1992).

> "The burden is on the party who alleges reversible error to show by the record that reversal is the remedy to which he is entitled." We are not the fact-finders and an appeal should not be resolved on the basis of our supposition that one set of facts is more probable than another."

Id. (citations omitted).

BACKGROUND

The parties were married in 1933 and separated in 1998. The parties have three children. The trial court ordered an equal division of the marital property based on husband's request. However, the trial court found that an overall analysis of the factors favored husband. The trial court awarded custody of the children to wife with visitation to husband. In addition, the trial court awarded wife monthly child support and spousal support. More detailed facts are recited where the specific issues are addressed in this opinion.

RECORD NO. 1457-00-1

I.

Wife contends the trial court erred by including the Langley Federal Credit Union checking account as property for equitable distribution and valuing this account at pre-separation amounts. She also assets that the trial court erred n accepting husband's testimony concerning the amount of money in the account. However, the trial judge's notes indicate that at the April 13, 2000 hearing, the parties agreed wife withdrew $7000 from this account prior to the parties' separation and in anticipation of the parties' separation. Husband later withdrew the remaining $3,650 after the parties separated. Thus, contrary to wife's assertion, the record does not indicate that the trial court accepted only husband's evidence as to the value of the account. Rather, the parties agreed to the amount of money in the account.

Furthermore, wife admits in her objections to the equitable distribution order that the account was a "common checking account" used to pay for "living expenses: and "bills." The record contains no evidence that the account was the separate property of either party. Therefore, the money in the account was properly classified as marital property to be distributed as part of the equitable distribution award. Property is presumed to be marital if it was "acquired by either spouse during the marriage, and before the last separation of the parties," unless evidence proves that the property is separate. Code 20-107.3(A) (2).

Furthermore, "waste" is defined s the "dissipation of marital funds in anticipation of divorce or separation for a purpose unrelated to the

marriage and in derogation of the marital relationship at a time when the marriage is in jeopardy." Booth v. Booth, 7 Va. App. 22, 27, 371 S.E. 2d 569, 572 (1988). "Once the aggrieved spouse shows that marital funds were either withdrawn or used after the breakdown, the burden rests with the party charged with dissipation to prove that the money was spent for a proper purpose." Clements v. Clements 10 Va. App. 580, 586, 397 S.E. 2d 257, 261 (1990). "When waste has occurred, the court must include the wasted assets as marital property and must consider the waste as a factor in determining the monetary award." Booth, 7 Va. App. at 28-29, 371 S.E. 2d at 573. Expenditures for living expenses and counsel fees in the divorce do not constitute waste. Id. at 28, 371 S.E. 2d at 573. The record indicates that wife failed to prove she used the $7,000 for living expenses. Accordingly, the trial court did not err in including the $7,000 in the equitable distribution award.

In addition, the record contains no evidence from wife concerning what she claims the value of the account was at the time of the evidentiary hearing. The only evidence presented to the trial court was that wife withdrew $7,000 form the joint account prior to the parties' separation and that husband later withdrew the remaining $3,650 and closed the account. Based on this record, we cannot say the trial court abused its discretion in choosing a valuation date other than the date of the evidentiary hearing. See Code 20-107.3(A).

II.

Wife contends the trial court erred in "not attributing the correct amounts for property" during the equitable distribution hearing. In her argument,

wife states, "This {equitable distribution} order had inaccurate amounts attributed to various investment accounts." However, wife fails to specify the "investment accounts" to which she is referring. "Statements unsupported by argument, authority, or citations to the record do not merit appellate consideration. We will not search the record for errors in order to interpret appellant's contention {nor} correct deficiencies n a brief." Buchanan v. Buchanan, 14 Va. App. 53, 56, 415 S.E. 2d 237, 239 (1992).

Wife also asserts that, for "further clarification," the final equitable distribution order "should state that {wife} is awarded her USAA IRA account and husband was awarded his USAA IRA account. Accordingly, wife's argument is without merit.

III.

Wife argues that the trial court erred in ruling that the pilot bonus annuity could not be included as property for equitable distribution, then adding the pilot annuity as part of husband's income for support calculation purposes. However, the record does not indicate that wife argued to the trial court that the pilot bonus should be part of the equitable distribution award.

The record contains no transcripts and not written statement of facts. Indeed, the trial court rejected wife's proposed written statement of facts, finding that it was inaccurate and contained descriptions of events that occurred outside of the courtroom. As appellant, wife had the burden of providing a record which substantiates her claims of error. See Jenkins v. Winchester Dep't of Soc. Servs., 12 Va. App. 1178, 1185, 409 S.E. 2d 16, 20 (1991).

We are unable to determine from this record the arguments made by wife and the trial court's rulings concerning whether the pilot bonus annuities should be part of the equitable distribution award.

> {O}n appeal the judgment of the lower court is presumed to be correct and the burden is on the appellant to present to us a sufficient record from which we can determine whether the lower court has erred in the respect complained of.

Justis v. Young, 202 Va. 631, 632, 119 S.E. 2d 255, 256-57 (1961).

Furthermore, the trial court correctly ruled that the pilot bonuses were a part of husband's gross income for purposes of calculating support awards. In computing a party's gross income for child support purposes, Code 20-108.2 (C) requires the inclusion of "all income from all sources." such income "shall include, but not be limited to, income form salaries, wages, commissions, {and} bonuses ...." Code 20-108.2 (C).

Wife appears to make an argument concerning calculation errors related to the bonuses. However, she points to no specific error of the trial court, she advances no argument in support of her intention, and she cites no legal authority for her contention. Therefore, we will not address this argument. See Buchanan, 14 Va. App. at 56, 415 S.E. 2d at 239.

RECORD NO. 1830-001

IV. and V.

Wife argues the trial court erred in attributing the pilot bonus annuity as part of husband's gross income, yet "no attribution was made and no timeframe was given for this amount of be paid until a certain dollar amount was realized." As addressed above, the trial court correctly attributed the pilot bonus as part of husband's gross income. Furthermore, by order entered on August 23, 200, the trial court included in husband's gross income calculation the $6,640 pilot bonus husband received on September 1, 1999. The trial court then recalculated husband's spousal and child support obligations, prospectively and retroactively to July 1, 2000. The evidence included only the amount of husband's 1999 pilot bonus. The trial court could not speculate as to the amount of future bonuses husband may receive, if any. Accordingly, the trial court properly included the 1999 pilot bonus in husband's gross income calculation.

Wife contends the trial court erred in n decreasing the amount of support she receives because husband did not request a decrease and because the trial court lacked jurisdiction to modify the awards. Wife appears to be arguing that the trial court erred in making permanent spousal and child support awards in amounts that were less than the amounts awarded to her in prior pendente lite support orders.

The record indicates that on January 7, 2000, the trial court awarded wife $1,425 per month in child support. The monthly spousal support award in the

order was $1,548 per month. The final divorce decree entered on April 18, 2000 reserved jurisdiction to make further determinations as to child and spousal support. By order entered on July 12, 200, the trial court awarded wife $1,131 per month in periodic child support and $1,150 per month in periodic spousal support. However, on August 23, 2000, the trial court entered an amended order to correct clerical errors in the permanent child support award. In this order, the trial court awarded wife $1,248 per month in periodic child support.

Although the permanent periodic support awards were less than the support amounts awarded in the January 7, 2000 pendente lite court order, permanent support is separate and distinct from pendente lite support. See Weizenbaum v. Weizenbaum, 12 Va. App. 899, 903-04, 407 S.E. 2d 37, 39-40 (1991). Factors which the court must consider prior to an award of permanent support are not required to be considered before an award of pendente lite support. Cf. Code 20-107.1 and 20-103. The record indicates the trial court considered all of the factors required under Code 20-107.1 and 20-108.1 concerning the support awards. Accordingly, we reject wife's argument that the trial court erred in determining the amount of the support awards.

Furthermore, the record does not indicate wife argued to the trial court that it lacked jurisdiction to make the permanent support awards. See Rule 5A:18.

VII.

Wife makes no argument for this issue. thus, we will not address it. Buchanan, 14 Va. App. at 56, 415 S.E. 2d at 239.

VIII.

Wife argues the trial court erred in not allowing her to receive support through payroll deduction from the Military Payment Center. Code 20-79.1 provides that the trial court has discretion whether to require an involuntary payroll deduction for support payments. Furthermore, code 20-79.1 provides circumstances under which the trial court shall order such income deductions. None of the circumstances apply here. Accordingly, based on this record, we find that the trial court did not abuse its discretion in refusing to require husband to pay support through a mandatory payroll deduction.

IX.

Wife argues the trial court erred in not allowing her the opportunity to note her objections on court orders before the trial court signed them. However, the record is replete with wife's objections to the trial court's orders. Wife either noted her objections in writing on the court's orders or she filed separate documents with the court noting her objections. Therefore, we find wife was not denied the opportunity to object to any of the trial court's orders.

Wife also contends she was not given the opportunity to object to the final decree in this case. However, the record indicates otherwise. The final

divorce decree, entered on April 18, 2000, contains handwritten comments by wife regarding items she wanted added tot he decree. In addition, wife filed a separate document entitled Motion Concerning Final Decree in which she raised numerous concerns and objections regarding the final divorce decree. Accordingly, we find that the trial court did not deny wife the opportunity to voice her objections.

X.

Wife argues the trial court erred in not addressing child custody in the final decree or post-decree order. In the final divorce decree, entered on April 18, 2000, the trial court ordered that all prior orders of the court remain in effect until modified, and the trial court specifically reserved jurisdiction to make further determinations related to child custody. The trial court had previously entered a pendente lite order addressing child custody issues. On July 12, 2000, the trial court entered the Spousal and Child Support Order and Attorney's Fees Order, again addressing child custody matters. The July 12, 2000 court order provided for the maintenance, support, care and custody of the children pursuant to Code 20-79. Because the child custody issues were addressed in this order, and because the final divorce decree had specifically reserved jurisdiction to address these issues at a later date, we find no error. "A court speaks... through its orders." Cunningham v. Smith, 205 Va. 205, 208, 135 S.E. 2d 770, 773

(1964). It is not necessary to repeatedly address all the issues in a case in every order entered in the case.

XI.

Wife contend s the trial court abused its discretion in ordering her to pay $7,000 in husband's attorney's fees.

"An award of attorney's fees is a matter submitted to the trial court's sound discretion and is reviewable on appeal only for an abuse of discretion. The key to a proper award of counsel fees is reasonableness under all the circumstances." Brooks v. Brooks, 27 Va. App. 314, 319, 498 S.E. 2d 461, 463-64 (1998) (citations omitted).

On April 3, 2000, the trial court entered an order finding wife in contempt of court for intentionally frustrating husband's contact with the children and for denying him visitation ordered by the trial court. The trial court ordered wife to spend thirty days in jail with all but 30 minutes of such time suspended, and it suspended wife's spousal support until further order of the court. The record also indicates wife failed to timely comply with discovery orders. Therefore, based on the issues involved and wife's conduct during the proceedings, the award was reasonable, and the trial court did not abuse its discretion in making the award.

Wife also argues in her brief that the trial court lacked jurisdiction to award attorney's fees pursuant to Rule 1:1. On the contrary, the record shows that the trial court retained jurisdiction over the case at the time it entered the award of fees.

XII.

Wife contends the trial court erred in not making her the beneficiary of husband's military survivor benefit plan. Under Code 20-107.3 (G) (2), the trial court may order that a spouse be designated as irrevocable beneficiary of a survivor benefit plan. Therefore, the trial court has discretion in deciding whether to order the designation of wife as an irrevocable beneficiary. Based on this record and the facts of this case, no evidence supports a finding that the trial court abused its discretion in refusing to order husband to designate wife as an irrevocable beneficiary.

XIII.

Wife contends the trial court erred in signing the August 23, 2000 amended post-decree order "without having the proper evidentiary documents to confirm calculations." In her argument, wife asserts that the trial court violated Rule 1:1 when it entered the order more than twenty-one days after the entry of the July 12, 2000 order.

The August 23, 2000 order is entitled, "Amended Order On Post Decree Motions to Correct Clerical Errors." This order corrects clerical errors contained in the July 28, 2000 court order related to monthly spousal and child support payments.

Code 8.01-428 (B) provides:

> "Clerical Mistakes.--Clerical mistakes in all judgments or other parts of the record and errors therein arising from oversight or from an inadvertent omission may be corrected by the court at any time on its own

> initiative or upon the motion of any party and after such notice, as the court may order.

On this record, we cannot say the trial court erred in amending the July 28, 2000 order. Moreover, we note that the clerical corrections were beneficial to wife.

XIV.

Wife argues the trial court erred in failing to order husband to maintain an existing life insurance policy for his children and to name them as beneficiaries. Code § 20-108.1 (D) provides that the trial court

> shall have the authority to order a party to (i) maintain any existing life insurance policy on the life of either party provided the party so ordered has the right to designate a beneficiary and (ii) designate a child or children of the parties as the beneficiary of all or a portion of such life insurance....

On this record, we find that the trial court acted within its statutory authority based upon the evidence presented.

XV.

Wife argues the trial court erred in not ordering husband to pay for uninsured medical and dental expenses for the children that exceed $100 per year. As wife correctly states, the pendente lite order

provided that husband was to pay one hundred percent
to any uninsured medical and dental bills for the children. Although the final Spousal and Child Support Order did not address uninsured medical and dental bills, the order states that "all prior orders of this Court remain in effect until modified and the Court specifically reserves its jurisdiction to make a further determination as to maintenance and support of the spouse, if appropriate, custody, visitation, maintenance and support of children ...". Accordingly, husband is required to pay the uninsured medical and dental expenses of the children. Therefore, wife's argument is without merit.

XVI.

Wife argues the trial court erred in awarding a visitation schedule in which husband spends the Christmas holiday with the children. She contends the trial court's order bars her from sharing the holidays with her children.

Determination of visitation rights is a matter of judicial discretion. See Eichelberger v. Eichelberger, 2 Va. App. 409, 412, 345 S.E. 2d 10, 11 (1986). We will not set aside the trial court's decision on visitation unless plainly wrong or without evidence to support it. Farley v. Farley, 9 Va. App. 326, 328, 387 S.E. 2d 794, 795 (1990).

The trial court awarded wife sole custody of the children. The trial court entered a pendente lite order allowing husband "reasonable visitation" with the children. By order entered on January 7, 2000, the trial court found that wife committed acts "specifically designed to frustrate the pendente lite order" and "deliberately and intentionally aimed at

denying" husband contact with his children. The trial court then ordered the visitation schedule that provided husband
would have visitation with the children from "Christmas Day at 12:00 noon and ending on New Year's Day at 12:00 noon." The order clearly provides that wife will spend Christmas Day with the children until 12:00 noon. Therefore, she is not denied the opportunity to spend the Christmas holiday with the children. Furthermore, under these circumstances, we cannot say the trial court abused its discretion in ordering the visitation schedule.

Accordingly, the decision of the trial court is summarily affirmed.

Affirmed.

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF YORK

LAWRENCE A. BRUNDIDGE,

Plaintiff,

v. CHANCERY NO. 12449

SONYA P. BRUNDIDGE,

Defendant.

FINAL DECREE

THIS CAUSE, having regularly matured, been docketed and set for hearing, came on this day to be heard upon the Bill of Complaint, process having been duly served upon Defendant, answer of Defendant having been filed, upon depositions filed herein of witnesses taken on behalf of Plaintiff, notice of the taking of such depositions having been duly served upon Defendant, and upon argument of counsel.

UPON CONSIDERATION WHEREOF, and it appearing to the Court, independently of the admissions of either party in the pleadings or otherwise, that Plaintiff and Defendant were lawfully married on December 24, 1988, in Panama City, Florida; that Plaintiff is a member of the Armed Forces of the United States, and as such had been stationed and has lived in this State for a period of six months or more immediately prior to the commencement of this suit and Plaintiff is therefore

presumed, when the suit was filed, to have been an actual bona fide resident and domiciliary of this state during such period of time; that the parties last cohabited as husband and wife in the County of York, Virginia; that the parties are over the age of eighteen (18) years and of sound mind; that Defendant is not an active duty member of Armed Forces of the United States; that there were three children born or adopted of the said marriage, all of whom are still minors, namely: Lawrence A. Brundidge II, born June 7, 1992, Noah B. Brundidge, born July 8, 1995, and Andrew C. Brundidge, born April 18, 1998, who reside with Defendant; that the parties separated on December 1, 1998, with the intent to remain apart, from which time the separation of the parties has continued without interruption or cohabitation; that no reconciliation has occurred or is likely between the parties; and that Plaintiff is entitled to the relief prayed for.

It is accordingly ADJUDGED, ORDERED and DECREED that Plaintiff be, and hereby is, granted a divorce a vinculo matrimonii from Defendant, pursuant to the authority of Section 20-91 (9) (a), Code of Virginia , 1950, as amended, on the grounds that the parties have lived separate and apart without any cohabitation and without interruption for more than one year, and that the said marriage between Plaintiff and Defendant is hereby dissolved.

It is further ORDERED that all prior orders of this Court remain in effect until modified and the Court specifically reserves its jurisdiction to make a further determination as to maintenance and support of the spouse, if appropriate, custody, visitation, maintenance and support of the children and to make a determination with respect to the

equitable distribution of marital property, or any award arising with respect thereto, including the partition of real property, pursuant to Section 20-107.3, Code of Virginia, 1950, as amended.

This matter is hereby continued.

ENTER this 18 day of April, 2000.

"s/Prentis Smiley"
Judge

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF YORK

LAWRENCE A. BRUNDIDGE,

Plaintiff

v. IN CHANCERY NO. 12449

SONYA P. BRUNDIDGE,
Defendant

EQUITABLE DISTRIBUTION ORDER

ON THE 18th day of April, 2000, came the Plaintiff, by counsel, and the Defendant appearing pro se, to establish an equitable distribution of their marital estate, the Court having examined the proffers of the parties previously filed and marked respectively as exhibits W1 and H1, the findings and stipulations of the parties in the pretrial conference heretofore held, evidence presented ore tenus; and the arguments of the parties, the Court makes the following findings of fact regarding the property owned by the parties and the various factors it is required to consider to effect an appropriate and equitable distribution of the marital property.

1. The Court finds that the marital estate consists of the following described property, with their values:

Description	Value
Household Goods and Furnishings	$2,000.00
LFCU account	$10,350.00
Other savings accounts and cash in bank	$ 59,500.00

USAA IRA (Husband's name)	$10,500.00
USAA IRA (Wife's name)	$10,500.00
Manufacturers Life Annuity	$21,295.00
Nationwide Insurance Policy	$23,832.00
Cash surrender value	

(The court specifically finds that the redemption of the policy which resulted in a penalty of approximately $3,300 constituted waste by Husband of marital assets and therefore returns the full value of the policy at the time of the parties separation to the marital estate.)

Chrysler Town and Country Van	$19,000.00
1986 Isuzu Automobile	$ 600.00
Plaintiff's military retirement benefits	$(not valued)

2. The Court finds that the monetary contributions to the well being of the family weigh in favor of Plaintiff, and the nonmonetary contributions to the well being of the family weigh in favor of Defendant. The weight of the various contributions are equal and offsetting and do not favor wither party.

3. Nearly one hundred percent of the monetary contributions to the acquisition, care, and maintenance of the marital property of the parties were contributed by Plaintiff. The nonmonetary contributions to the acquisition, care and maintenance of the marital property are equal. This factor weighs in favor of Plaintiff.

4. The parties were married for nine years, eleven months, and twenty-three days before their separation.

5. Plaintiff is thirty-five years of age and is in good physical and mental condition; Defendant is thirty-two years of age and is in good physical and mental condition.

6. The Court has granted a divorce on no-fault grounds and further finds that no fault ground for a divorce has been proven and further finds that any allegations regarding fault did not have any adverse effect on the marital estate and therefore are noncontributing factors to achieving an equitable distribution of the marital estate.

7. All property of the parties which is listed elsewhere in this Order was acquired during the marriage and is therefore marital in nature.

8. There are no debts of the parties that are relevant to this proceeding.

9. All assets of the parties are liquid except for the household furnishings and the Chrysler van.

10. The Court finds that there are no tax consequences attendant to the distribution of the marital estate.

11. The Court finds that there are no other factors for the Court to consider in order to arrive at a fair and equitable monetary award.

12. Having considered the factors enumerated in Virginia Code Section 20-107.3, the Court finds that Defendant has not carried her burden of proof that she should be entitled to eighty percent (80%) of the marital estate. Indeed an overall analysis of the factors favor Plaintiff, but he has asked for an equal division of the marital property and the Court so orders.

It is therefore ADJUDGED ORDERED and DECREED that Plaintiff be awarded the specific items with the values affixed thereto as stipulated or found by the Court:

USAA IRA (Husband's name)	$10,500.00
1/2 of Manufacturers Life Annuity	$10,647.50
1986 Isuzu auto	$ 600.00
LFCU (previously withdrawn	$3,650.00
Nationwide Life Ins. Policy (cash value)	$23,832.00
Total	$49,229.50

It is therefore ADJUDGED ORDERED and DECREED that Defendant be awarded the items with the values affixed thereto as stipulated or found by the Court:

USAA IRA (Wife's name)	$10,500.00
1/2 of Manufacturers Life Annuity	$10,647.50
1996 Town and Country van	$19,000.00

LFCU (previously withdrawn)	$7,000.00
Household goods and furnishings	$2000.00
Total	$49,147.50

It appearing to the Court that the value of the assets awarded above to Plaintiff total $49,229.50 and the value of the assets awarded above to Defendant total $49,147.50, and the difference thereof is $82. The remaining non-retirement asset of the parties (i.e., their cash and savings totaling $59,200) shall be divided in such a manner as to equalize between the parties the distribution of the property listed above. Defendant, who is in possession of the entirety of the parties' savings and cash referenced above shall therefore immediately transfer to Plaintiff the sum of $29,559. Defendant is further directed to accomplish the transfer of assets by paying said amount directly to Plaintiff's attorney, Roy H. Lasris, Esquire, at 914 Denbigh Boulevard, Yorktown, Virginia 23692, within 4 days from the date of this order.

It is further ADJUDGED ORDERED and DECREED that the marital share of Plaintiff's military retirement benefits be divided equally between the parties and the following additional information is provided to effect such division:

a. Plaintiff is an active duty member of the Armed Forces of the United States and has submitted himself to the jurisdiction of this Court for purposes of the division of his military retirement

b. Plaintiff's social security number is 261-95-1448

c. The provisions of the Soldiers and Sailors Civil Relief Act of 1940 has been observed by the Court.

d. All payments shall be made by the Secretary of the United States Army, or his agent, directly to Defendant as provided for by law. Plaintiff shall complete such documentation as might be required to have the military retirement payments paid paid directly to Defendant.

e. Defendant's portion of Plaintiff's military retirement shall be fifty percent (50%) of that figure that is derived by dividing ten (repre-) senting the length of the parties marriage to the date of their final separation) by the number of years that Plaintiff remains in the military service until he retires from said military service.

And the Court having taken evidence regarding Defendant's request for permanent spousal support, but having provided no information regarding her needs for such support in the form of a budget sheet or otherwise, this matter is continued for a determination of an award of spousal support, if

any. The Plaintiff having reminded the Court that Defendant has failed to make any discovery as previously requested, the Court therefore admonishes Defendant that she must prove by receipts covering an appropriately significant period of time showing expenses that she may intend to claim as her needs and she may provide those receipts or other documentation of expenses incurred to Plaintiff before the next scheduled hearing or may present them in Court.

ENTER this 12 day of June, 2000

"s/Prentis Smiley"

Judge

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF YORK

LAWRENCE A. BRUNDIDGE

Plaintiff

v. IN CHANCERY NO. 12449

SONYA P. BRUNDIDGE

Defendant

SPOUSAL AND CHILD SUPPORT ATTORNEY'S FEES ORDER

ON THE 12th day of June, 2000, again came the parties, the Plaintiff, by counsel, and the Defendant pro se, the Court having previously decreed a divorce a vinculo matrimonii between the parties, and having previously ordered an equitable distribution of their marital property, and having reserved jurisdiction to make a determination with respect to spousal support; the Court having heard evidence of the parties submitted both in proffers and testimony ore tenus, and the conclusions of the Court having been reduced to writing and placd in the record of this case.

IT IS THEREFORE, adjudged, ordered, and decreed, that Plaintiff shall pay to Defendant as spousal support the sum of ONE THOUSAND ONE HUNDRED FIFTY DOLLARS 9$1,150) per month commencing on the first day of June, 2000, and continuing on the first day of each and every successive month thereafter until Plaintiff dies,

Defendant dies, or Defendant remarries or until further order of the Court, whichever first occurs.

The Court having also considered all of the factors required under Virginia Code 20-108.1 and 20-124.3, the court orders that all previous orders regarding the support, care and custody and visitation of the parties' minor children are continued in full force and effect, except that child support shall be recalculated based on the adjusted income of the parties resulting from the spousal support decree made herein.

The Court having heretofore made findings, conclusions and awards required under Virginia Code Sections 20.107.1, .2, and .3, the Court entertained Plaintiff's motion for attorney's fees. The Court having reviewed correspondence and fee statements offered by Plaintiff's attorney, and haivng heard testimony and argument of the parties, and the Court having reviewed its file regarding all aspects of this case, the Court hereby awards Plaintiff attorney's fees in the amount of $7,000 and orders that Defendt pay to Plaintiff the stated amount no later than June 30, 2000, and judgment is granted to Plaintiff against Sonya Brundidge for $7,000 with interest at adjustment rate of 9% accruing from and after July 1, 2000. Payment of attorney's fees is to be made to Plaintiff's attorney, Roy H. Lasris, of Lasris & Vannan, P.C., at 914 Denbigh Boulevard, Yorktown, Virginia 23692.

It is further ORDERED that Plaintiff shall provide to Defendant child and spousal support in the amount and manner specified below:

CHILD SUPPORT

A. Names and birth dates of each child to whom a duty of child support is owed (20-60.3(3)):

Lawrence A. Brundidge II, born June 7, 1992
Noah B. Brundidge, born July 8, 1995
Andrew C. Brundidge, born April 18, 1998

B. Name, date of birth, current address, individual telephone numbers, place of employment and employer's phone number of each parent (20-60.3(4)):

FATHER	MOTHER
Lawrence A. Brundidge	Sonya P. Brundidge
March 11, 1965	June 20, 1967
876 Brookwood Drive, #202	911 Bellgate Court
Oklahoma City, OK 73139	Newport News,
(405) 692-4776	Virginia 23602
Tinker Air Force Base, OK	Unemployed

C. Amount of periodic child support (unitary award): $1131
Payment intervals: monthly
Date payments due: 1st day of each month
Date first payment due: June 1, 2000

As regards child support, periodic support pertaining to a child shall continue until such child shall reach the age of eighteen (18) years, or shall be sooner emancipated. If the child is a full-time high school student, not self supporting and living in th home of the parent receiving child support such support shall continue beyond the eighteenth birthday until such child reaches the age of nineteen or graduates from high school, whichever first occurs. The foregoing is subject to further court order.
SPOUSAL SUPPORT

Amount of periodic spousal support: $1150
Payment intervals: montly
Date payments due: 1st day of each month
Date first payment due: June 1, 2000

As regards spousal support, periodic support ordered herein shall continute until Defendant shall die or remarry.

D. Provision for health care coverage for children: Plaintiff. This policy is with CHAMPUS, Policy #261-95-1448.

E. Support Arrearages: None

F. Licenses, certificates, registration or other authorizations to engage in a profession, trade, business or occupation issued by the Commonwealth held by either party: None.

ADDITION/AL PROVISIONS AS REQUIRED BY VIRGINIA CODE SECTION 20-108.1

Plaintiff represents the following:

	HUSBAND	WIFE
Gross Monthly Income (after spousal support adjustment)	$4,546.16	$1150

Monthly Child Care Payments: $0
Extraordinary montly medical: $0
Presumptive Guideline amount: $1,131

ADDITIONAL PROVISIONS AS REQUIRED BY VIRGINIA CODE SECTION 20-60.3

NOTICE TO PAYOR: Support payments may be withheld pursuant to Section 20-79.1, or 20-79.2 Code of Virginia, 1950, as amended, from income as defined in Section 63.1-250, Code of Virginia, 1950 as amended, without further amendments this order or having to file an application for services with the Department of Social Services. (20-60.3(

Support payments may be withheld pursuant to Chapter 13 (63.1-249 et.seq.) of Title 63.1 without further amendments to this order upon application for services with the Department of Social Services. (20-60.3(2))

A petition may be filed for suspension of any license, certificate, registration or other authorization to engage in a profession, trade, business or occupation issued by the Commonwealth of a person responsible for support as provided in Section 63.1-263.1 upon a delinquency for a period of ninety days or more or in an amount of $5000 or more. (20-60.3(5))

If child support payments are ordered to be paid through the Department of social Services or directly to the obligee, the parties shall give each other and the court and, when payments are to be made thorugh the Department, the Department of Social Services at least thrity days' written notice, in advance, of any change of address, and any chnage of telephone number within thirty days after the change. (20-60.3(9))

If child support payments are ordered to be paid through the Department of Social Services, the obligor shall keep the Department o Social Services informed of the name, address and telephone number of the obligor's current employer, or if payments are ordered to be paid directly to the obligee, a provision requiring an obligor to keep the court informed of the name, address and telephone number of the obligor's current employer. (20-60.3(10))

In determination of a support obligation, the support obligation created herein, as it becomes due and unpaid, creates a judgment by operation of law. (20-60.3(12))

The Department of Social Services may, pursuant to Chapter 13 of Title 63.1 and in accordance with Section 20-108.2 and Section 63.1-252.2, initiate a review of the amount of support ordered by this court (20-60.3(13))

It is further ORDERED that, pursuant to Section 20-79(c), Code of Virginia, 1950, as amended, all matters pertaining to the care and custody, visitation and support of the parties' minor children are transferred to the Newport News Juvenile and Domestic Relations District Court, for the enforcement of the decrees of this Court, or for the modification or revision thereof as the circumstances may require. Any appeal of a subsequent order of the transferee Court shall be to this Court.

Defendant has filed numerous additional motions with the Court, all of which motions the Court has considered, and which to the extent that such motions have not been specifically granted in the body of this order, the Court hereby denies.

Nothing further remaining to be done in this cause, the same is hereby ORDERED removed from the docket of the Court and the papers herein placed among the chancery causes ended.

ENTER this 12 day of July, 2000.

"s/Prentis Smiley"
Judge

I ASK FOR THIS:

LAWRENCE A. BRUNDIDGE

By: "s/Roy H. Lasris"
Roy H. Laris, p.q.
LASRIS & VANNAN, P.C.
A Professional Law Corporation
914 Denbigh Boulevard
Yorktown, Virginia 23692
(757) 877-2244

SEEN AND _____ TO:

Sonya P. Brundidge

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF YORK

Support GuidelinesWorksheet:
Brundidge v. Brundidge
Worksheet of: Chancery No. 12449
Date: January 7, 2000

A. Gross Income of the Parites:	Wife	Husband
1. Monthly Gross Income	$ -	$5696
2. Combined Gross Income	$5696	
3. % of Combined Income:	0%	100%
4. Number of Children	3	
Ages of Children:		

B. Child Support

1. Schedule Amount for Basic Child Support	$1425	
2. Extraordinary Medical/ Dental Expenses	-	
3. Work Rlated Childcare Costs	-	
4. Medical Insurance for Children	-	
5. Total Child support Needed		$1425
6. Child Support Obligation of Each Party ---	Wife - $0	Husband$1425
7. Direct Payment of Medical Insurance		
8. Each parties presumptive Guideline Share:	Wife - $0	Husband-$1425
9. Guideline Child Support Payable by Non-Custodial Parent:		Husband -$1425
10. Propose Adjustments to Guideline Support		

11. Each parties proposed Share: Wife - $0 Husband $1425

12. Proposed Adjusted Child Support Husband $1425

C. Spousal Support: (Pendente Lite Only)

1. Payor Spouse's Gross Income: $5696
2. Payor's Total Child Support: (line b.11 + Health Insurance Prem. X Income Share) $1425
3. Payor's Total Child Support X 150% $2138
4. Payor's Adjusted Income Line 1 minus Line 3 $3559
5. Adjusted Income Mulitplied by 30% $1068
6. Recipient Spouse's Income -
7. Recipient Spouse's Income Multiplied by 50% -
8. Guideline Spousal Support $1068
9. Adjustments Based On Additional Factors
10. Proposed Spousal Support Payable by Payor Spouse $1068

D. Adjustment for Marital Debt

1. Marital Debt	Wife	Husband
a. Home Rent/Mortgage	$1250	$509
b. Absent Party's Rent	-	-
c. Car Payment	-	-
d. Car Payment	-	-

e. Total Marital Debt: $1759

f. Husband's Portion of Marital Debt :	$509
g. Wife's Portion of Marital Debt	$1250

2. Adjusted Gross Income

a. Husband's Gross Income(A1)	$5696
b. Child Support (B12)	$(1425)
c. Spousal Support	$(1068)
d. Husband's Adjusted Gross Income	$3203
e. Wife's Gross Income (A1)	-
f. Child Support (B12)	$1425
g. Spousal Support	$1068
h. Wife's Adjusted Gross Income	$2493
i. Husband's % of Adjusted Gross Income	56.2%
j. Wife's % of Adjusted Gross Income	43.8%

3. Pro-rata Marital Debt Obligation
   a. Husband: 56.2% X $1759 = $989
   b. Wife: 43.8% X $1759 = $770

4. Marital Debt Adjustment:
   a. Husband $989 minus $ 509 = $ 480
   b. Wife $770 minus $1250 = $ (480)

E. Summary

Guideline Child Support	$1425
Guideline Spousal Support	$1068
Marital Debt Adjustment	$ 480
Net Payment	$2973

A Copy Teste: Circuit Court County of York
by s/ "Linda Hughes"
Deputy Clerk

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Wednesday *the* 4th *day of* April, 2001.

Sonya P. Brundidge, Appellant,

against Record No. 010478
Court of Appeals Nos. 1457-00-1
and 1830-00-1

Lawrence A. Brundidge, Appellee.

From the Court of Appeals of Virginia

Finding that the decision of the Court of Appeals does not involve (1) A substantial constitutional question as a determinative issue, or (2) matters of significant precedential value, the Court dismisses the petition for appeal filed in the above-styled case. Code 17.1-410 (A) (3) and (B).

A Copy,

Teste:

David B. Beach, Clerk

By: "s/Jennifer G. Earl"
Deputy Clerk

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF YORK

LAWRENCE A. BRUNDIDGE,

Plaintiff

v. IN CHANCERY NO.99-12449

SONYA P. BRUNDIDGE

Defendant

SUMMARY OF OCCURRENCES ON JUNE 12, 2000 TO CLARIFY THE RECORD

It was stated by the Court that Defendant possessed an Associate's Degree in Accounting. This was an incorrect statement. Defendant has an Associate's Degree in Business Administration.

There is a letter attached to this document written by the Plaintiff to the Defendant, Ms. Brundidge dated one year before their separation. Defendant includes this to disprove statements contained in Plaintiff's Bill of Complaint, as well as statements made in his proffers.

Defendant had to continually resubmit her motions on numerous occasions because they were being ignored every time she presented them in court. On June 12, 2000 they were finally addressed in court, but unfortunately all but one was denied. defendant made most reasonable requests in these motions, but they were denied with no good reason for such denials. It must first be stated that all the

scheduled visitation that Plaintiff asked for was granted him. Although it must be noted that Plaintiff did not ask for every Christmas, but the Court awarded it to him. Defendant only requested two changes to said visitation schedule. One, that she would have every other Christmas with her sons. This was denied with no good basis for such denial. Two, that she would not be restricted to her home every Saturday to receive phone calls from Plaintiff from 8:30 until 8:45 a.m. This was denied as well. Defendant finds this excessive and leaves room for further harassment and false allegations from Mr. Brundidge. The only reason this ever created a problem for the Defendant was because the Plaintiff would call the children and ask them about her friends, her church and other personal activities. He would then call the people his sons had told him about and then make defamatory comments about her. He even called a pastor from one church that he thought she was attending. At no point did Defendant stop the children from speaking with their dad, but she did state to them to not say what church they were attending or who they were inviting for dinner after church. When Defendant explained the Plaintiff's constant questioning of her activities and then the slander, the Court stated that this should not be a problem to her if she did not have anything to hide.

When she asked the Court for visitation guidelines stipulating that she was to be notified of Plaintiff's phone number and address when he has the children, the Court read through the motion that Defendant had prepared and then said, "I don't blame him; if you were calling me on the phone, I'd hang up and unplug the phone too. When he has the kids, he has the kids.

He can take them anywhere he wants to. Just do something else and relax."

Another motion that Defendant brought before the Court was to establish a payroll deduction order as opposed to having a voluntary allotment set up. This enables the Plaintiff to "voluntarily" change amounts or stop them at his discretion which would force Defendant into further litigation if she wished to enforce the court order. The Court stated to her that the military does not establish payroll deduction orders. Though she had stated that they did, she was told that she was wrong.

Other items were written into the motions by Ms. Brundidge, but they were not addressed by the the circuit court.

It was stated that she finished court reporting school, but this was not true. She completed almost half of the program. She was near delivery of her first child and opted to stay at home with him since she was not near family. None of the items written by the Court were ever seen by the Defendant to determine if the statements written about her were factual. She only heard them read in court on the day of the hearing that was continued, dated June 12, 2000.

When Defendant asked the Court if her record could be restored as to not reflect a 30-day jail sentence she was abruptly told, "Denied."

Defendant's income and expense statement was not found. The Defendant was told that the hearing dated June 12, 2000 was to determine if she should receive any support and if so, how much, based on her receipts. She was told she needed

receipts at the hearing just before this one when her income and expense statement was not found. She never knew until the prior hearing that receipts were needed for the income and expense statement, since the Plaintiff was never required to present any. Also, when the Plaintiff's attorney was told to prepare the final document, he was told by the Court to make sure he stated that Defendant was given another opportunity to prove need by bringing additional information. But during the E.D. hearing, the Income and Expense statement was not in the file, not the one she had given them nor the one filed for the pendente lite support by her attorney. When she didn't have a copy of this, and stated she could bring one in that day or the following day, she was told no by the Court. That she would have to bring a year's worth of receipts of her bills to court to determine if she would get any support. When she stated that she did not recall the Plaintiff having to have receipts for proof, the Court stated that all the Plaintiff had to do was to prove he could pay support and he had done that.

When she asked for spousal support the Plaintiff's attorney vehemently opposed this. H stated that if the judge would award her support, that would not give her any incentive to remarry. And based on her conduct in the past and the Plaintiff's Bill of Complaint, she might never get remarried. The judge replied with, "We all know that this woman would drive any man crazy, but the statute states she's got to get something."

When she was told how much she was awarded for spousal support, it was $347 less than before. This increases the amount Plaintiff has to live on as a single man and causes her to have to seek

employment to make ends meet and that really presents a hardship to her and the children. At the last rate of child and spousal support, he was still left with $100 to save after all his bills were paid. Ms. Brundidge was left with nothing. The fact that Mr. Brundidge goes TDY and receives substantial income from these trips was not taken into consideration. Due to his extensive time away from home, his utilities should be very low. His job takes him away from home at least 9 to 10 months out of the year.

Defendant requested that her records be transferred to Newport News Juvenile and Domestic Relations Court since she had been living there for 1 1/2 years and had requested this before. The Court granted this request. The Plaintiff's attorney was vehemently opposed to this by stating that Ms. Brundidge would just try to take it to that court system and retry it or appeal over there. The judge asked him if he tried cases over there. He shrugged, yes. "Well, can you write into the order that if she appeals, it must come back to you." The judge said, "Don't worry, you can add that to the order. And you can file it with Newport News if you want to. You can review Fisher v. Fisher." About six months ago when Ms. Brundidge had asked on e question about a procedure of something, she was told by the Court that if she wanted legal advice, she needed to hire an attorney. She found this duplicity unfair.

Plaintiff's counsel made a very poor argument that Defendant should be made to pay Plaintiff's legal costs because he sent Defendant's attorney a negotiation letter. Plaintiff's counsel argued that Defendant "fired her attorney because her attorney wanted to agree to the items continued in the letter,

but Defendant did not; so she fired her." Defendant countered these allegations by factually stating that she dismissed her attorney before Mr. Lasris wrote the letter and sent it. Defendant proved her statements were true with a dated motion and a postmarked envelope all dated before the negotiation letter was received.

Defendant also stated to the Court that when she told the Plaintiff she would be unrepresented but would be willing to negotiate the terms with him and/or his attorney he stated, "my attorney is not going to deal with you without an attorney. You're crazy. Get yourself a lawyer or we're going to court." This was told to me in April of 1999. When the judge asked Plaintiff's attorney if he ever attempted to settle with Ms. Brundidge or to shorten the length of this case, the attorney said, "Well, no, but I had given the letter to her attorney." He skirted the fact that he never made any attempts to settle once he found out she was representing herself. When asked by the Court why he did not negotiate with Ms. Brundidge, he merely stated, "Well, most lawyers don't like to talk to unrepresented clients." He had no right to do this because Ms. Brundidge was on the record as representing herself. Though Plaintiff's counsel stated that he had not negotiated with Brundidge, and could not argue the fact that Ms. Brundidge had dismissed her attorney before her attorney sent the letter to her, the Court still said Ms. Brundidge was responsible to pay half of the Plaintiff's legal costs. The amount Ms. Brundidge was to pay was ruled $7000.

After believing she had set forth a pretty good argument that Plaintiff's attorney could not refute, Ms. Brundidge asked the Court why she had to pay

these fees. She was practically yelled at that "She should have accepted these negotiating terms because she would have come out better if she would have just taken what they wanted to her." Now, Ms. Brundidge was somewhat confused because it was just extensively explained that Plaintiff's counsel would not negotiate with her being "unrepresented."

A few other items she wanted to address was that Plaintiff's attorney had Defendant's bank records subpoenaed solely for the purpose to just see if he could find something wrong. When the records were not there in time for the hearing, he asked for more time, but the Court shrugged but gave no answer.

When the case was continued for the next hearing date, the Plaintiff's attorney had sent the Defendant a notice in the mail with the wrong time of 2:30 as opposed to 2:00 p.m. When Defendant got to the court room at 2:09, there was no one present. It struck Defendant as odd that the Plaintiff's attorney was there on time, but gave the Defendant the wrong time. This was not the first time the "wrong time" trick had been used, but Defendant could not reach the Court's assistant for the actual time.

Defendant wanted to also address the fact that the courier service that the Plaintiff's attorney used aggressively harassed her by knocking on her doors, windows, back door, and walking through her garage when she left the door open. She had many problems with them making deliveries before and told them to post any correspondence to the door or have the sheriff server the papers. Defendant never had a problem with the sheriff serving papers, but Plaintiff's attorney refused to have the sheriff serve

the papers. Defendant even had to have the police come at one time to try to stop this courier service from yelling around her house to come out. At one point, they blocked her car into he drive way for hours. She would not open the door because prior to this, they had tried to serve her bogus papers and say that she had received them on another date. They were not even sealed by the court.

These are occurrences that need to be considered. There is no reason for the judicial system to be turned into a circus of one person's authority and personal friendship as opposed to a place where common every day people can go for justice to be done. At what point did it become a system where lawyers just use the cracks of the legal system to let people fall in and then they call that justice. It is my hope that Judge Smiley will see that he is wrong when he stated that "God ruled on that side of glory, but he ruled on this side."

Most Respectfully Submitted,

s/ "Sonya P. Brundidge"

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF YORK

LAWRENCE A. BRUNDIDGE,

Plaintiff

v. CHANCERY NO. 99-12449

SONYA P. BRUNDIDGE

Defendant

MOTION REGARDING VISITATION GUIDELINES; MOTION FOR LEGAL COSTS REIMBURSEMENT

NOW COMES your Defendant, SONYA P. BRUNDIDGE, and petitions this Court to clearly specify that during times of visitation with the children, the Plaintiff, Mr. Brundidge, will be required to provide a phone number and address of the children's whereabouts when they are in his care. Also, that Mr. Brundidge would be required to have children call her daily when he has them for any overnight stays. Defendant finds that this is a necessary measure because the children were not allowed to call Ms. Brundidge while in the care of Mr. Brundidge. The children cried and asked if they could call their mother and were told, "you spend enough time with her and you don't need to talk to her." When Ms. Brundidge tried to call them in the morning to see how they were doing, especially the baby, Mr. Brundidge hung up the phone. Ms.

Brundidge was later told by her oldest son that his dad unplugged the phone. This is hardly

acceptable behavior and Ms. Brundidge has not used any such tactics with Mr. Brundidge.

Considering Mr. Brundidge had not seen the children for quite some time, it would be natural to think that he would have spent the entire time with them. However, Mr. Brundidge left the children in the care of a friend whom he had not spoken with or visited with in a very long time. They were left there for approximately 4 or 5 hours while he went somewhere else without them. While at this home, the children were allowed to call their mother and the 4 year old asked Ms. Brundidge to come and get them, which she did.

Defendant would like to have the children be able to call her when they desire to so as not to traumatize them into feeling that they may not see her again. The question has also been raised as to Mr. Brundidge leaving the children in the hotel room by themselves after he thought they had gone to sleep. this occurrence would have been on a Saturday night approximately around 11:00 p.m. This will be further explored.

Defendant, also asks that all her legal costs be paid by Plaintiff, being that he brought this matter to court and kept it there at great length. Defendant requests that all Plaintiff's legal costs and fees come from his share of the equitable distribution of assets. The costs and time spent in court could have been greatly curtailed if Mr. Brundidge would have settled some of these matters out of court, as Ms. Brundidge had suggested. The Defendant, M. Brundidge, should not be made to bear the burden of Mr. Brundidge's legal debts. This would be a gross injustice. Seeing

as how she was incarcerated for his allegations, made to pay for his "one-day" rental car cost of $120 and her spousal support has been suspended, any and all other punitive action would be oppressive and burdensome.

WHEREFORE, Defendant prays that the Court grants these requests; and for such other and further relief as equity may deem and the nature of this case may require.

Most Respectfully Submitted,

s/ "Sonya P. Brundidge"

BEST AVAILABLE COPY

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF YORK

LAWRENCE A. BRUNDIDGE,

Plaintiff

v. CHANCERY NO. 99-12449

SONYA P. BRUNDIDGE

Defendant

OBJECTION TO JUDGE'S ORDER FOR PROPOSED STATEMENT OF FACTS

Sonya P. Brundidge, Appellant, came before the Honorable Judge Prentis A. Smiley, Jr., Judge of the Circuit Court for the County of York, on September 20, 2000 at 7:30 a.m. to present the written statement of facts. The judge and appellee's attorney, Roy H. Lasris, disagreed with the written statements of facts presented by Appellant.

Ms. Brundidge had already stated her objection to the judge's proposed statement of facts, but upon receiving an order from the court, wishes to expound upon her earlier stated objection to proffers and exhibits being used in lieu of the statement of facts.

Firstly, if there was a hearing to present the judge's proposed statement of facts, Ms. Brundidge was never notified of it, nor was she given any opportunity to object or correct any information presented on the order. Neither was she mailed any information concerning this matter from the opposing counsel. After the order was dated and signed by the

Judge and opposing counsel, it was mailed to Ms. Brundidge by the circuit court clerk's office and received by Ms. Brundidge two days after it was signed.

This order stated that Ms. Brundidge referred to occurrences that were outside of the courtroom. Does anyone come to court and discuss on the record anything that did not first occur outside of the courtroom? Exactly what is being referred to here? Any matters that were brought before the Court by Brundidge would have been recorded by a reporter, had a reporter been invited to be present. Transcripts consist of what is said in court. What is recorded are events that are spoken in the courtroom. The issue is not when or where these events occurred, but what was said in the courtroom. The question then becomes what spoken words would have been recorded. These statements, the objections to these statements, or orders from the bench, or written orders should all be a part of the record reviewed.

There were so many legal errors in how this case was handled that it would be quite evident to see them, provided the ENTIRE record makes it to the Court of Appeals. Considering all the motion filed, all objection noted (whenever Ms. Brundidge was given an opportunity to object) and anything that was even in that record, should be sent to the court of Appeals. To withhold any of the filings or any portion of the record is to prevent justice. Ms. Brundidge has asked for notification to review the record prior to it being sent up and as of now, she still has not been told when it will be sent.

In light of this and all other efforts to squelch the true record, it is Ms. Brundidge's fervent recommendation that the statement of facts presented by her on September 20, 2000, be retained as an

integral part of the record in determining a just outcome in this case.

Sincerely Submitted,

s/ "Sonya P. Brundidge, Appellant"

CERTIFICATE OF MAILING

I, Sonya P. Brundidge, do hereby certify that on the 5th day of September 2000, I mailed a true copy of the foregoing Notice to Roy Lasris, Counsel for Plaintiff, at 914 Denbigh Blvd., Yorktown, VA 23692.

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF YORK

LAWRENCE A. BRUNDIDGE,

Plaintiff

v. CHANCERY NO. 99-12449

SONYA P. BRUNDIDGE

Defendant

STATEMENT OF FACTS

Sonya P. Brundidge and Lawrence A. Brundidge were married on December 24, 1988. Three children were born of this union: Lawrence A. Brundidge II, born June 7, 1992; Noah B. Brundidge, born July 8, 1995; and Andrew C. Brundidge, born April 18, 1998. At the time of separation their ages were 6 years old, 3 years old and 7 months old. Mr. Brundidge left the marital home officially on December 1, 1998 which is reflected in the records as the date of separation. In January of 1999, Mr. Brundidge filed for divorce and Mrs. Brundidge filed an answer and cross bill of complaint. In March of 1999 a pendente lite decree was entered. Appellant, Mrs. Brundidge, received notice of the hearing for the final decree two days prior to it being entered. The final decree was presented at the equitable distribution hearing after the equitable distribution portion of the hearing was completed. Although the proffers stated that Mr. Brundidge very abruptly deserted the home and had adulterous encounters, the

grounds for the divorce were granted based on one year separate and apart. The date of entry for the final decree was April 18, 2000, the very self-same day it was presented in court. The York County Circuit Court entered a Decree A Vinculo Matrimonii dissolving the marriage of Sonya P. Brundidge and Lawrence A. Brundidge.

A Pendente Lite hearing was scheduled for February 17, 1999. Proffers were to be presented. Mrs. Brundidge's attorney failed to notify her that proffers needed to be presented and they were therefore unavailable. The original order for pendente lite support was ordered but was calculated without Mr. Brundidge's pay amounts for BAH and BAS which totaled about $1050. This order was entered on March 15, 1999. This order also awarded Mrs. Brundidge pendente lite custody of the children and Mr. Brundidge had reasonable right of visitation with reasonable notice. Shortly after the pendente lite hearing, Mrs. Brundidge asked her attorney to withdraw as counsel and the order for this motion to withdraw was entered on April 5, 1999. Mrs. Brundidge was pro se thereafter.

A hearing was scheduled for October 27, 1999 alleging that Mrs. Brundidge should be held in contempt for withholding visitation and to establish a specific visitation schedule. Mrs. Brundidge tried to explain to Mr. Brundidge that she was not withholding visitation, but instead her brakes failed while she was away. When her brakes were repaired, a hurricane was fully in effect in the Hampton area. Mr. Brundidge did not believe her even though she had receipts for repairs and hotel accommodations. This hearing in October was canceled by Mr. Brundidge's counsel, Mr. Roy Lasris, without Mrs. Brundidge's consent and rescheduled for December

13, 1999. It should be noted that depositions were taken in this matter of Mrs. Brundidge's testimony on October 14, 1999, just before the October 27 hearing.

The hearing in October was canceled so that Mr. Lasris could go to the mountains to see if Mrs. Brundidge had brakes put on the front of her car and to see if she stayed in the hotel that she stated and provided receipts for. Mr. Lasris had depositions taken from the brake shop owner and the hotel clerk. During the December 13th hearing, the only thing Mr. Lasris brought into question was that Mrs. Brundidge had paid for two nights instead of one night, but that never disproved that she had planned to return the following day, it just showed how traumatized Mrs. Brundidge was at the thought of Mr. Brundidge's threat of taking her children away from her. Mrs. Brundidge did indeed pay for two nights. But once she got there had every intention of returning the following day regardless of Mr. Brundidge's threats that he was going to take the children from her. She figured he might have even wanted her to do this so he could use it as leverage, so she decided to come back. This one incident was the cornerstone which Mr. Brundidge and Mr. Lasris built just about every motion on or at least referred to very often in court. The Court withheld a finding of contempt, but rather placed Mrs. Brundidge on probation and issued a specific visitation schedule. This schedule, however, awarded Mr. Brundidge every Christmas holiday. Mrs. Brundidge was not provided with an opportunity to note her objections.

Mr. Brundidge's counsel, Mr. Lasris, asked the Court to issue a Subpoena Duces Tecum to Mrs. Brundidge for her to furnish her financial information. She filed a motion to quash since a Subpoena Duces Tecum can only be served n a party

not in the case. When Mrs. Brundidge presented this argument, Mr. Lasris withdrew his motions and also he withdrew a motion wherein he stated Mrs. Brundidge was in contempt because she was served papers on a certain day and failed to comply. Mr. Lasris even brought a courier along to confirm that Mrs. Brundidge had been served. But when he realized that Mrs. Brundidge was out of town precisely at the time of this connivance, Mr. Lasris also withdrew this motion that Mrs. Brundidge was served and failed to appear. The order for this hearing was signed January 7, 2000. Mrs. Brundidge was not given an opportunity to note any objections.

Another matter brought forward during this hearing was that the brother of Mr. Brundidge had molested Mr. and Mrs. Brundidge's four year-old son. This was addressed to the Court because Mr. Brundidge stayed with this brother when he was in town. Mrs. Brundidge presented a letter from a very reputable psychiatrist who interviewed her and her son and concluded after over twenty years of practice, something improper had occurred to this child by the person he stated. Mr. Lasris stood up and said this was just an attempt of Mrs. Brundidge to keep her children from visiting with their father. Judge Smiley said to Mr. Lasris, "Well, this is a Ph.D." Mr. Lasris then responded by saying that these (referring to Mr. Brundidge's family) are not the kind of people who would do things like that. Mrs. Brundidge asked the judge if he could prevent the children from having to be in the brother's home, but go somewhere else to stay. The judge said that was Social Service's job. Mrs. Brundidge then asked Mr. Brundidge if he could take them somewhere else. He said no.

The next hearing scheduled for February 1, 2000. Mr. Lasris asked for discovery of all financial

information and otherwise of Mrs. Brundidge. Mrs. Brundidge asked the Court to narrow the scope. The judge granted this request and Mrs. Brundidge was ordered to trace all joint savings accounts and one checking account that Mr. Brundidge closed. Proffers were also presented at this hearing to determine what assets the parties were in agreement on. Mr. Brundidge's proffers were incomplete and failed to account for an insurance policy with a cash value of almost $24,000, which Mr. Brundidge had liquidated.

At this hearing Mrs. Brundidge was once again accused of frustrating visitation by telling Social Services of the children's whereabouts. Mr. Brundidge was called by Social Services and only advised to have the children in a safe environment where they felt safe. They also told him that they could not tell him what to do. Mr. Brundidge told the judge that Mrs. Brundidge was trying to thwart his visitation with his children by not allowing him to stay with his brother. Mrs. Brundidge stated to the judge this was not an attempt to keep the children away from the father, but an attempt to have the children stay somewhere other than with their father's brother. Mrs. Brundidge also stated that if Mr. Brundidge's brother got orders, Mr. Brundidge would have to find a place to stay with the boys anyway and that the military bases have very nice and affordable quarters. No time during their visit did Mrs. Brundidge restrain the children from their father. She had their suitcases packed and ready to leave.

Mr. Brundidge also presented a motion for specific telephone visitation. He was granted every Saturday morning from 8:30 a.m. to 9:30 a.m. At the end of this hearing, Mrs. Brundidge stood and told the judge that she wanted to ensure that she had said nothing wrong and wanted to correct before God and

man one statement she had made at the previous hearing. The judge asked her if she was planning on staying for just one night when she left for the mountains. She had stated yes during the previous hearing, but did not decide that until she got there. She said after she had some time to think and she realized who she was before God and that was more important to her than who she was before man. And that is why she had to correct the statement, no matter how slight. Mr. Lasris said, "Oh, please. For goodness' sake. I hope you're not buying that, your Honor." Then the judge said to Mrs. Brundidge that she was a liar and manipulative and that the good Lord might rule on that side of glory, but he ruled on this side. Then right after that, Mr. Brundidge asked the judge if he could take the children the following morning to Florida. It was approximately 3:45 p.m. when he asked. He wanted to pick them up at 6:00 a.m. the following morning and bring them back on Saturday. The judge said yes. Mr. Brundidge not one time asked Mrs. Brundidge if this was okay prior to coming or how it affected the children's schooling, nor did he leave a message concerning this. Mrs. Brundidge stated this to the judge. The judge looked at Mr. Brundidge and asked him if he could take the children for a longer period of time. Mr. Brundidge said no.

There was a hearing scheduled for March 20, 2000 whereby Mrs. Brundidge was ordered to show cause why she should not be in contempt for failing to comply with granting Mr. Brundidge visitation with the children. At this hearing, Mr. Brundidge submitted an affidavit of what he said happened on February 2 at 6:00 a.m. An affidavit was submitted because Mr. Brundidge was not in court in person. Mrs. Brundidge denied these occurrences as stated in

the affidavit and upon the witness stand successfully refuted these allegations by explaining what really happened. The judge once again called her liar, and said her word held no meaning in his courtroom. Mr. Brundidge had no witnesses, however, his heartrending letter was believed by the Court. The Court found Mrs. Brundidge in contempt and imposed that she be incarcerated for 30 days, ordered to pay $120 to Mr. Brundidge for the cost of his rental car, and spousal support was suspended until the judge saw fit to reinstate it. All of this was done based on Mr. Brundidge's affidavit, which by the way, was dated on the same morning this alleged incident took place.

April 13, 2000, was a hearing in which the judge asked Mrs. Brundidge why she did not make attempts to negotiate with Mr. Lasris. She stated to him that she had, as her filed letter would verify. She had written Mr. Lasris a letter prior to the 30-day deadline but was not responded to by Mr. Lasris within this time frame. Mr. Lasris did finally respond. Judge Smiley stated that he should hold Mrs. Brundidge in contempt for not trying to contact Mr. Lasris after she received his letter. Mrs. Brundidge stated that when she did not hear from Mr. Lasris' office in the allotted time, she contacted Mr. Brundidge to try to negotiate and he said, "you had your chance to negotiate back in March." Mrs. Brundidge also stated to Judge Smiley that if he was going to find her in contempt, then Mr. Lasris would also be in contempt for failing to contact her within the 30-day time frame that was ordered by the Court.

At this hearing, Mr. Lasris said he wanted to confirm the amount of money Mrs. Brundidge had in a safe-deposit box was indeed there. Mrs. Brundidge never said she could not produce this money nor was

any other question posed, but Mr. Lasris requested of the judge to go to Mrs.Brundidge's safe deposit box that very day for inspection. When he got there, he found everything as she had stated. He still, however, subpoenaed all of her bank account information.

The April 18 hearing was the Equitable Distribution hearing. Mrs. Brundidge objected to the Langley account of $7000 being added to the equitably distributed amounts. Mrs. Brundidge had no income and three small children when Mr. Brundidge deserted in December of 1998 and she had to use money from this account for everything including food. The pendente lite support order was not in effect until March 1999. The Court, however, stated that these amounts as at the time of separation would be added to the entire amount divided.

After the equitable distribution, came the final decree. Mrs. Brundidge had seen this decree two days before the equitable distribution hearing and had no idea it was going to be presented at the E.D. hearing. The judge said to Mrs. Brundidge concerning the final decree, "just sign it. You filed a motion to be able to put your signature on orders; then go ahead and sign this." When Mrs. Brundidge looked at the order it was very perplexing to her. The judge stated that if she didn't sign it, it did not matter because he could still make it an order. Mrs. Brundidge went ahead and signed it, but did not feel comfortable signing it. The judge stated that he was going to take that decree and walk it over to the clerk's office right after the hearing.

The Income and Expense sheet could not be found in the record and Mrs. Brundidge did not have a copy of one to present for spousal support. Mr. Lasris stated to the judge that they could not feel sorry for Mrs. Brundidge's dilemma considering how this

case has been. The judge said he would schedule a hearing for spousal support and Mrs. Brundidge would have to produce receipts to determine if she would get any support. When Mrs. Brundidge asked the judge which receipts were needed and for what period of time, the judge replied, "receipts for everything, for a year." Mrs. Brundidge asked why did she have to provide all of these receipts when Mr. Brundidge only had to provide his Income and Expense statement. The judge stated that Mr. Brundidge had already proven that he had the ability to pay. A hearing was set to present this I & E statement in court. When the motion for this was sent to Mrs. Brundidge, it was sent with the incorrect time on it. Mrs. Brundidge was there at the time on the notice, but Mr. Lasris was not there at that time. He was there at the correct time. This had occurred before.

May 10th was the hearing wherein Mr. Lasris presented his fees charged to Mr. Brundidge, the E.D. order and the order compelling discovery. The E.D. order contained many errors. The income and expense statement was presented by Mrs. Brundidge with the receipts she had available. Mr. Brundidge, through counsel, also presented an income and expense statement that he wanted Mrs. Brundidge to have. The judge took theirs and hers. Their I & E statement did not even provide for healthcare coverage for Mrs. Brundidge. But oddly enough, their totals were more than what the judge awarded to Mrs. Brundidge. The judge asked Mr. Lasris how much Mrs. Brundidge was getting for child support now. He then asked MR. Lasris how much Mrs. Brundidge was getting for spousal support. After Mr. Lasris told him, Mr. Lasris then said, "Spousal support is killing him." The judge then stated that all Mr. Lasris would

have to do is recalculate the figures by adjusting child support based on Mrs. Brundidge now receiving spousal support and to look at Fisher v. Fisher. When Mrs. Brundidge questioned a recalculation, the judge said this only adjusts the ratios; it will not lower the amount. (When this order was present on July 12 with the new calculations, there was a $1000 drop from the previous award.) Mr. Lasris also told the judge if he gave Mrs. Brundidge spousal support it would give her no incentive to remarry. And based on her conduct in the past, and the Plaintiff's Bill of Complaint, Mrs. Brundidge might never get remarried." The judge replied, "We all know this woman would rive any many crazy, but the statute is she's got to get something." Mrs. Brundidge presented an order to establish involuntary payroll deduction and this too was denied. The judge did not make a finding that day but said another hearing date would be needed for his findings. The spousal support hearing was scheduled for June 12, 2000.

On June 12th, mistakes were still on the order and corrections were needed. The morning of June 12, Mr. Lasris brought a third copy of the E.D. order to court that had been corrected some, but still had an amount of $82 difference in favor of Mr. Brundidge instead of being equally divided. Mrs. Brundidge filed a motion for visitation guidelines to have Mr. Brundidge allow children to call their mother and tell her where she can reach them, such as an address and phone number. The judge stated that Mrs. Brundidge needed to just relax and go do something. When he read through the motion Mrs. Brundidge filed concerning Mr. Brundidge not allowing the children to call and unplugging the phone, the judge stated, "I don't blame him. If I were him, I'd hang up and unplug the phone too."

Mrs. Brundidge requested that her records be sent to Newport News JDR with all appeals staying over there as well. Mrs. Brundidge was granted the transfer, but was not granted appeals in Newport News.

Mrs. Brundidge strenuously opposed Mr. Brundidge being granted legal costs to be paid by Mrs. Brundidge. Mr. Lasris stated that Mrs. Brundidge fired her attorney because her attorney was wanting to accept the negotiation proposal. Mrs. Brundidge stated that she had initiated this action well before the negotiation letter was written by Mr. Lasris. The judge asked Mr. Lasris if he had made any attempts with Mrs. Brundidge to settle. Mr. Lasris stated that he did not with Mrs. Brundidge, but had with her counsel. Mr. Lasris, admittedly did not try to settle with Mrs. Brundidge since she had no attorney even when she made it known that she was interested in settling a couple of times. When the Court asked Mr. Lasris why he did not negotiate with Mrs. Brundidge, he simply stated, "Most lawyers don't like to deal with unrepresented people." Then after looking over Mr. Brundidge's legal costs, the judge stated that Mrs. Brundidge was still going to have to pay Mr. Brundidge's fees in the amount of $7000. When Mrs. Brundidge asked the judge why she had to pay, the judge told her she should have settled with Mr. Brundidge the first time that she would have come out a lot better.

Mrs. Brundidge had already stated that she had no knowledge of any attempts toward negotiating until after her counsel withdrew. After that point, Mr. Brundidge and his attorney saw no need to negotiate with Mrs. Brundidge. Whatever the Court felt she had done wrong should have been more than paid for with the humiliation of incarceration, the hardship of

having over half of her income suspended, paying for Mr. Brundidge's rental car and all the other punishments along the way that Mrs. Brundidge has faced in this courtroom.

In the July 12th hearing, Mr. Brundidge's attorney said he did find where Mr. Brundidge had underreported his income. His annual pilot bonus was calculated as income as opposed to assets to be divided. This was an amount that Mrs. Brundidge was told by the judge could not be added to the E.D. proffers, and was told in the E.D. hearing that if must be attributed to income. Mrs. Brundidge also asked for spousal support in arrears, but was not granted that. Mrs. Brundidge was never presented with a current LES even though she asked for one from Mr. Lasris.

On July 28th, the post decree order once again had to be corrected with proper calculations. Motions were filed by Mrs. Brundidge to rehear and to amend the order. Both were denied.

On August 23, 2000, the statement of facts was presented in court. Some of it was objected to by the Court. Some corrections were noted on the Statement of Facts. Judge Smiley stated that he was not in agreement with the statement of facts and would send the proffers of each party and their exhibits as the record. The post decree order was corrected and signed by the judge. Mrs. Brundidge noted her objections, but inadvertently omitted her objection to paying any legal fees and her objection to

no provision for mandatory life insurance in behalf of the children was in the order, an increase in spousal support is needed, extraordinary medical and dental need to be provided for by the father, and Survivor Benefits should be held in favor of Mrs. Brundidge.

Most Sincerely Submitted,

S/ "SONYA P. BRUNDIDGE"